BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2016-352-T - ORDER NO. 2016-____ DECEMBER 7, 2016

IN RE: Application of WEB Endeavors, Inc. d/b/a)	ORDER GRANTING
Two Men and a Truck of Florence for a)	CLASS E (HOUSEHOLD
Class E (Household Goods) Certificate of)	GOODS) CERTIFICATE
Public Convenience and Necessity for)	
Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of WEB Endeavors, Inc. d/b/a Two Men and a Truck of Florence ("Applicant" or "Two Men of Florence") for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on December 7, 2016, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by Justine Tate, Esquire, and the Office of Regulatory Staff ("ORS"), represented by Jenny Pittman, Esquire. Two Men of Florence presented the testimony of Mr. Theo Walker, Two Men of Florence's Vice President. In addition, Two Men of Florence offered the verified testimony in the form of a deposition of Neil Grantham, Jr., a realtor, who stated the need for additional movers in South Carolina.

ORS presented the testimony of George Parker, Transportation Manager of ORS. Mr. Parker testified that the Applicant was fit, willing and able to operate as a household goods mover.

For the Applicant, Mr. Walker testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission's regulations concerning household goods movers. Additionally, Mr. Grantham, a realtor, testified about the need for additional movers throughout the state.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of WEB Endeavors, Inc. d/b/a Two Men and a Truck of Florence should be granted.

IT IS THEREFORE ORDERED:

- 1. The Application of WEB Endeavors, Inc. d/b/a Two Men and a Truck of Florence for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.
- 2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
- 3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400

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through 38503 (Supp. 2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

- 4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.
- 5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.
- 6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.
- 7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

DOCKET NO. 2016-352-T - ORDER NO. 2016-__ December 12, 2016 PAGE 2

(SEAL)

	8.	This	Order	shall	remain	in	full	force	and	effect	until	further	order	of	the
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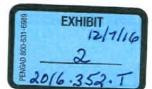
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1953 W. Evan St Florence, SC 29501 Phone: (843) 773-9879 U.S. DOT No.2929489 MC-988934-C SCPSC ####

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REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

Effective Date: December 6, 2016

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a Truck of Florence. These services are furnished between points and places in South Carolina.

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SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Florence office location, and the clock stops when the movers return back to the office once they have unloaded at the customers' new home.

Hourly Rates - Weekdays (Monday - Thursday)

Hourly rate per one mover, residential -- \$74.00/hour

Hourly rate per two movers, residential -- \$108.00/hour

Hourly rate per three movers, residential -- \$142.00/hour

Additional movers: \$35.00/hour

Hourly Rates - Weekends (Friday, Saturday and Sunday)

Hourly rate per one mover, residential -- \$90.00/hour

Hourly rate per two movers, residential -- \$124.00/hour

Hourly rate per three movers, residential -- \$164.00/hour

Additional movers: \$41.00/hour.

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Two Men and a Truck of Florence will charge the applicable minimum.

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SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

2.1.1 Hot Tubs

For moving a hot tub, alone or along with other household goods, there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum does apply when moving a hot tub alone.

2.1.2 Fire-proof file cabinets and safes

For moving a fire-proof fire cabinet or safe, alone or along with other household goods; there is a fee of \$90 (first floor to first-floor only unless an elevator is available) in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum does apply when moving any of these items alone.

2.1.3 Other Bulky Items

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

2.1.4 Right to Decline to Move Items

Two Men and a Truck of Florence reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved, unless they are fully disassembled prior to arrival.

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2.2 Piano Charges

2.2.1 Spinet, console or studio pianos:

For moving a spinet, console, or studio piano, alone or along with other household goods, there is a flat charge of \$75.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum does apply when moving a spinet, console or studio piano alone.

2.2.2 Upright pianos (48 inches or taller)

For moving an upright piano (48 inches or taller), alone or along with other household goods, there is a flat charge of \$90.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum does apply when moving an upright piano alone.

2.2.3 Baby grand pianos

For moving a baby grand piano, alone or with other household goods, there is a flat charge of \$120.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum does apply when moving a baby grand piano alone.

2.3 Elevator or Stair Carry

Two Men and a Truck of Florence does not charge an additional fee for elevator or stair carry. The charges are the same as the appropriate hourly rate.

2.4 Excessive Distance or Long Carry Charges

Two Men and a Truck does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

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2.5 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.8 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a flat fee of \$150.00. In addition, the customer will be charged \$150.00 for each additional day that Two Men and a Truck holds items on a truck for the customer.

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SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. Claimant must immediately notify carrier of all claims for concealed damage. Two Men and a Truck of Florence must be given reasonable opportunity to inspect damaged items in original packing.

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify us immediately. Our movers will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

3.2 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.3 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.4 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Two Men and Truck's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference.

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3.5 Delays

Two Men and a Truck of Florence shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

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